

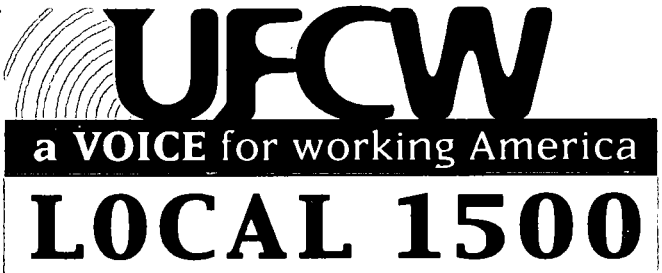
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AGREEMENT

BETWEEN

DAN'S SUPREME
SUPERMARKETS INC.

and



INTERNATIONAL UNION, AFL-CIO, CLC



Effective Date: December 29, 2013

Expiration Date: March 26, 2016

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AGREEMENT, made this 30th day of April, 2014, by and between UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1500 chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, having its principal place of business at 425 Merrick Avenue, Westbury, New York 11590, hereinafter referred to as the "UNION" and DAN'S SUPREME SUPERMARKETS INC., and any new or acquired corporation operating retail food stores, having its principal place of business at 474 Fulton Avenue, Hempstead, New York 11550, hereinafter collectively referred to as the "EMPLOYER".

WITNESSETH: That in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the parties hereto do hereby agree, as follows:

ARTICLE 1 UNION RECOGNITION

1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all assistant managers, department heads, regular and special clerks, grocery, dairy and produce, drugs, appetizing, delicatessen department employees, and all such other employees as the Union may be authorized or certified to represent in all its stores and food markets that are now owned, conducted, maintained and/or operated by it, and in any new store or food market that it may own, conduct, maintain, operate, and/or acquire at any time during the term of this Agreement, no matter under what name it is operated in the Counties of Dutchess, Putnam, Westchester, Bronx, Manhattan, Kings, Richmond, Queens, Nassau and Suffolk, in the State of New York.

ARTICLE 2 UNION SHOP

2.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, as a condition of their continued employment by the Employer, become members of the Union on the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the latter, and they shall thereafter maintain their membership in the Union in good standing during the term of this Agreement.

2.02 Any employee who is expelled from membership in this Union because of non payment of dues or initiation fees to the Union which would subject the employee to discharge under the provisions of the Labor Management Relations Act of 1947, as amended, shall be subject to dismissal from employment within seven (7) days after receipt by the Employer, from the Union, of written notice setting forth such non-payment of dues or initiation fees.

ARTICLE 3 CHECK OFF

3.01 The Union shall provide the Employer with a duly executed authorization for check off of dues and initiation fees signed by each employee who shall be subject thereto, and such authorization shall conform with the requirements of the Labor Management Relations Act of 1947 and the amendments thereto.

3.02 The Employer agrees to deduct Union dues and initiation fees from the wages of the employees in the bargaining unit who provide the Employer with such written authorization.

3.03 Such deductions will be made weekly by the Employer from the wages of the employees in advance of the month due and will be transmitted to the Union by the tenth (10th) day of the following month. If the Employer fails to remit the checked off dues and initiation fees as provided in this paragraph by the fifteenth (15th) day of the month due, the Union shall have the right to turn the matter over to an attorney to institute any proceedings deemed appropriate for collection, provided that the Union shall, prior to the said fifteenth (15th) day, orally notify the Employer of the delinquency. In the event the delinquency is turned over to an attorney for collection, the Employer agrees to be responsible for all reasonable collection expenses, including, but not limited to, reasonable attorneys' fees.

3.04 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon such authorization and a list furnished to the Employer by the Union setting forth the amount of dues and initiation fees owing from each employee for the purposes of complying with the provisions of any check off authorization.

3.05 The Employer agrees to deduct weekly from the wages of those employees who have given proper authorization, such amounts due the **Teachers Federal Credit Union** and remit same to said Credit Union on a weekly basis. The Employer's obligation to remit to the **Teachers Federal Credit Union** shall be limited to the amounts, which it actually deducts from the employees' wage.

3.06 The Employer agrees to remit to the Union's Active Ballot Club, on a monthly basis, an agreed upon amount to be deducted from the wages of employees who are Union members and who have signed deduction authorization cards.

ARTICLE 4 CONTINUANCE OF EMPLOYMENT

4.01 All employees are to be continued in their present employment during the term of this Agreement subject to the terms and conditions of employment in this Agreement and the Schedule attached hereto and made part hereof.

ARTICLE 5 EMPLOYER'S PREROGATIVES

5.01 The Employer's prerogatives shall include the right of management of its business, and the hiring, direction and placement of employees and to promulgate reasonable rules relating to conduct of employees in the performance of their duties and to amend, modify, supplement the same from time to time, subject to the terms of this Agreement.

5.02 The Employer's prerogatives shall include the right to fix the days and hours when its markets shall open and close, the days and hours when its employees shall start and stop work, the right to transfer employees from one market to another and to interchange employees within any department, and to choose and change the type of work to be performed by any employee and the right to discharge or discipline any employee for just cause, subject to the terms of this Agreement.

5.03 Just cause shall include but not be limited to violations of Company rules, mishandling of Company funds or property, incompetency, disrespect to customers, dishonesty, drinking intoxicants during business hours, habitual absenteeism or lateness, insubordination, and falsification of employment application, or any of these shall be considered among, but not the only good causes justifying the discharge of any employee, subject to the provisions herein.

5.04 It is understood and agreed that butcher department and grocery departments in the Employer's markets shall have separate and distinct identities and that the Employer's prerogatives to interchange employees and to change their type of work shall be restricted to, and within, said separate and distinct departments.

5.05 The interchanging of employees within departments or from one market to another, as herein provided, shall not affect the seniority rights of any employee. The Employer does hereby agree to reimburse any regular full time employee for any unusual increases in carfares occasioned by said transfer from one market to another.

5.06 Those full time employees who are transferred more than fifteen (15) miles from their assigned stores, in cases of temporary transfers, shall receive three (\$3.00) dollars per day travel pay. Tolls paid in the case of temporary transfers shall be reimbursed regardless of mileage.

5.07 Temporary transfers shall be limited to a period not to exceed thirty (30) days.

5.08 In the event employees are transferred by reason of a store closing, promotion or a general layoff, these transfers shall not be considered under this provision.

5.09 The Employer shall notify the Union and the employee in writing not less than one (1) week (Full Time Employees) and three (3) days (Part Time Employees) prior to their being transferred. The Union shall be notified as soon as possible in the case of an emergency transfer.

5.10 Employees covered by this Agreement shall not be required to take a lie detector test.

ARTICLE 6 WORK SCHEDULES

6.01 The Employer shall post a work schedule for all employees covered by this Agreement no later than 3:00 P.M. each Saturday for the following week. If an employee is off on Saturday, then this employee's schedule shall be posted no later than 3:00 P.M. on Friday. Changes may be made in this schedule in emergency only, and with verification by the Union.

ARTICLE 7 ACCESS TO STORES

7.01 The Employer agrees to permit an authorized representative of the Union to visit any of the Employer's places of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with the Employer's business.

ARTICLE 8 UNION STORE CARD

8.01 The Employer agrees to display the U.F.C.W. International Union Store Card, gratis, for the period of this Agreement. Said Union Store Card shall remain the property of the Union, and the Employer does hereby agree that the breach or violation of any of the provisions of this Agreement on its part shall constitute sufficient cause for the removal of the said Union Store Card by the Union.

ARTICLE 9 CONSCRIPTION

9.01 In the event any member of the Union employed by the Employer is required to leave their position by reason of conscription by the Federal Government for any form of military service, upon termination of such service, providing that said employee has been granted an honorable discharge, has not enlisted for a term beyond the period of emergency and has applied to the Employer for re employment as required and in accordance with the provisions of applicable laws, that such employee be re employed in their former or equivalent position.

9.02 Because the schedule of progressive wage increases herein provided depends on actual experience on the job, a person re employed pursuant to this Article, shall be credited only with months of actual payroll service, and when and if rehired, shall be paid at a rate no lower than their straight time rate at the time they entered military service, plus any across the board increases granted during the period of their military service.

9.03 In no event shall such military service performed in any form whatsoever be construed against the employee, or deprive them of any of their rights and prerogatives as an employee or member of the Union.

ARTICLE 10 EMPLOYMENT OF MINORS

10.01 The Employer hereby agrees not to employ minors in violation of any of the provisions of the State or Federal Statutes in such cases made and provided.

10.02 The parties agree that, notwithstanding anything to the contrary contained in the collective bargaining agreement, part time employees under sixteen (16) years of age may be scheduled to work less than four (4) hours per day, but not less than three (3) hours per day, on those days and during those seasons (school year) when to do so would be in violation of law or regulation.

10.03 Part time employees less than 18 years of age may be scheduled for 3 3/4 hours on days when school is in session (except Fridays & Saturdays). The part time employee will receive a paid fifteen (15) minute rest period within the 3 3/4 hour schedule and shall be scheduled for no less than sixteen (16) hours per week when available, except as indicated in article 19.15.

ARTICLE 11 INDIVIDUAL AGREEMENT

11.01 No employee shall make, or be required to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement, or in derogation of or detracting from, any of their conditions of employment herein contained, nor, shall they be required to provide or post any security whatsoever.

ARTICLE 12 LAUNDRY AND EQUIPMENT

12.01 The Employer agrees to furnish and maintain for all employees covered herein, all aprons, uniforms, store coats and gowns and such tools and work equipment as may be required by the Employer for the performance of an employee's duties.

ARTICLE 13 TRIAL PERIOD

13.01 The Employer shall be entitled to a trial period of sixty (60) days for all new employees, and such new employees may be discharged by the Employer within the said sixty (60) day trial period without any reason being assigned for said discharge. The trial period for Department Heads shall be ninety (90) days. The trial period for new employees in new or remodeled stores shall be sixty (60) days.

13.02 At any time during the trial period the Employer shall have the right to terminate the trial period and to revert and transfer the employee to the status or classification in which they were prior to their promotion.

ARTICLE 14 DISCHARGE

14.01 The Employer hereby agrees not to discharge any employee after the expiration of said sixty (60) day trial period except for just cause. A ninety (90) day trial period in the case of a Department Heads.

14.02 The trial period for new employees hired in stores newly opened or remodeled shall be sixty (60) days.

At the completion of the probationary period, employees shall remain members of the Union in good standing with all eligible benefits and wage increases effective from the date of eligibility.

ARTICLE 15 SENIORITY RIGHTS

15.01 Seniority rights of employees for purposes of layoff shall prevail on a company wide departmental basis.

15.02 In no event shall the closing of any store or stores covered or operated by the Employer result in the loss in seniority rights of any of the employees affected thereby.

15.03 Employees who are laid off for lack of work, shall have recall rights with prior seniority in the reverse order of their layoff, for a period not to exceed twelve (12) months or the length of their employment, whichever is less.

ARTICLE 16 NO STRIKES/NO LOCKOUTS

16.01 There shall be no cessation of work, no strikes, no picketing, no slowdowns, no sit-downs or other interference with the operation of the Employer's business sanctioned by the Union, nor shall the Employer lockout for any cause whatsoever during the term of this Agreement.

16.02 The Union, by its officers, shall promptly make every effort to prevent and stop any cessation of work, strike, picketing, slowdown, sit-downs or other interference with the operation of the Employer's business, and shall order its members to return to work without delay.

16.03 An employee who engages in any such activity shall be subject to discipline, including termination, by the Employer.

ARTICLE 17 RETROACTIVITY

17.01 Except as herein otherwise specifically provided, all wage increases and other terms and conditions of employment herein contained, shall be retroactive to and including the 29th day of December, 2013.

ARTICLE 18 GRIEVANCE PROCEDURE AND ARBITRATION

18.01 All disputes, differences or grievances arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

(A) Within two (2) calendar weeks of the occurrence of such dispute, difference or grievance, authorized representatives of the Union and the Employer, shall, in good faith, endeavor to adjust such dispute, difference or grievance.

(B) In the event that the matter is not adjusted in the above step, a representative of the Employer charged with the responsibility for labor relations and a duly designated representative of the Union shall attempt to adjust the same.

(C) In the event the dispute, difference or grievance still remains unadjusted after compliance with the above steps, then such dispute, difference or grievance may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties or to the American Arbitration Association for its designation of an arbitrator, in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be borne equally between the parties.

(D) The arbitrator shall not have the authority or power to arbitrate new provisions to this Agreement, or to arbitrate away either in whole or in part, any provision of this Agreement, nor shall the arbitrator have the power to add to, delete from, or modify any of the provisions of this Agreement.

ARTICLE 19 HOURS AND LENGTH OF WORK WEEK

19.01 Except for regular part time employees covered by the terms of this Agreement, forty (40) hours shall constitute the regular work week for all employees covered therein, and it shall consist of five (5) eight (8) hour days.

19.02 In a week in which a full day holiday occurs, thirty two (32) hours in four (4) eight (8) hour days shall constitute the regular work week for all such employees.

19.03 If a store is open for business on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day, the store shall be staffed on a voluntary basis and then by inverse order of seniority.

19.04 When stores are closed on holidays, the entire night crew shall be given the option of working on the holiday at straight time as part of the work week. In that event the night crew shall not be scheduled to work on the night of the holiday.

19.05 Working hours shall be consecutive except for a meal period of sixty (60) minutes which shall be provided during such hours as the Employer may designate and which shall not count in computing the number of hours worked.

19.06 All employees shall receive a fifteen (15) minute rest period for each four (4) hours worked which shall be included in computing the number of hours worked.

19.07 All employees regularly working more than **thirty two (32)** hours per week shall be considered full time employees and all employees regularly working thirty (32) two hours or less per week shall be considered part time employees.

19.08 All part time employees working **thirty two (32)** hours or less per week shall be included in the bargaining unit and covered by the terms and conditions therein.

19.09 An additional seventy five (75¢) cents per hour shall be paid to all department heads and regular clerks working after regular store closing hours of 6:00 P.M., 6:30 P.M. or 7:00 P.M. except when such hours are overtime hours as herein before defined.

19.10 Full time employees hired after June 22, 1985, scheduled to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:00 P.M., shall receive premium pay of One (\$1.00) Dollar per day.

19.11 Part time employees appointed to full time, after June 22, 1985, scheduled to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:00 P.M., and shall receive premium pay of One (\$1.00) Dollar per day.

19.12 Newly hired and or reclassified full time employees hired on or after June 21, 1998, may be scheduled to a shift starting at 5:00 a.m. or later and shall receive no premium pay for this shift.

19.13 Newly hired and or reclassified full time employees hired on or after June 21, 1998, whose shift starts at 11:00 a.m. or later shall receive a premium of \$1.00 per shift from the first day of that shift.

Effective September 24, 2006, newly hired and or reclassified full time employees scheduled to work prior to 8:00 A.M. or after 7:00 P.M., or

whose shift start at 11:00 A.M. or later shall receive their regular hourly rate of pay for such shifts, except as indicated under schedule A wages regarding night crew in sections 01, 02, and 03.

19.14 Effective June 23, 2002, all Full-time employees will be offered the opportunity of working four days a week, at ten hours of paid straight-time per day. This provision is subject to the following conditions;

- Only volunteers from the current employee complement will be selected.

The need will be determined by the Company on a store-wide basis and if all volunteers cannot be accommodated, seniority among the volunteers will be the company's basis of selection.

- All current employees who volunteer will have the opportunity with two weeks written notice to the Company to switch back to a five day, eight hour schedule.

For Full-time employees hired after June 23, 2002 they will be informed that the four day, ten hour straight-time shift will be permanent unless changed by the Company, at which time they will be offered a five day, eight hour shift.

For Part-time employees promoted to Full-time status after June 23, 2002, they will be informed that a condition of Full-time employment for them is the four day, ten hour straight-time shift and that if the company abandons such shifts, they remain at Full-time status with a five day, eight hour shift.

- All premiums currently paid will be paid.
- Holidays, Personal Holidays and Compassionate Leave will be paid at ten hours for each day used.
- Sick days and jury days will be drawn from the employees' accumulated bank of hours.
- Minimum call-in, beyond scheduled hours, will be eight hours.
- Department Heads are included in the four day, ten hour, straight-time program.

Employees on four day, ten hour straight-time shifts will be provided a fifteen minute break before lunch and a twenty minute break after lunch.

In a holiday work week full-time employees shall receive time and one half after thirty (30) regular hours if they are on a four (4) day, ten (10) hour work week.

Part Time Employees

19.15 Part time employees, except those who are available on a limited basis, will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, provided they are available on a regular and continuing basis and further provided that they are available to work the Employer's schedule of hours and there is no drop in business.

Career Part time employees hired before January 1, 2004, who desire to work twenty (20) hours per week or more, shall be scheduled for a minimum of twenty (20) hours per week (excluding Sundays), provided they request the additional hours and are available to work said hours on a regular and continuing basis. Said employees, when scheduled to work on Sunday, shall receive a minimum of a five (5) hour shift, if requested.

19.16 Part time employees less than 18 years of age may be scheduled for 3 3/4 hours on days when school is in session (except Friday and Saturday) the Part time employee will receive a paid fifteen (15) minute rest period within the 3 3/4 hour schedule and shall be scheduled for no less than sixteen hours per week when available.

19.17 Regular part time employees who are temporarily assigned to full time work at any time throughout the year shall receive their regular part time rate or the minimum full time clerk's rate, whichever is higher, from the first (1st) scheduled full week of such assignment.

19.18 Part-time employees, hired prior to June 23, 2002 who are not assigned a full-time work schedule, but work in excess of thirty (30) hours in a week, shall receive the minimum full-time rate for all hours worked.

19.19 Part-time employees hired on or after June 23, 2002, and before September 24, 2006 who are not assigned a full-time schedule, but work in excess of thirty (30) regular hours in a work week, shall receive time and one half (1½) for those hours worked over thirty (30) hours up and including thirty five (35). Any part-time employee working in excess of thirty-five (35) regular hours then all hours worked will be paid at the minimum full time rate per hour or their current rate whichever is greater.

Part time employees hired on or after September 24, 2006 and before September 26, 2010, who are not assigned a full-time schedule, but who work more than thirty two (32) hours, shall be paid at the rate of time and one half (1-½) for all hours worked in excess of thirty two (32) hours up to and including thirty- seven (37). Any part-time employee working in excess of thirty-seven (37) hours in a week, shall be paid at the minimum full time rate or their current hourly rate, whichever is greater for all hours worked.

All part-time employees hired on or after 9-26-10 may be scheduled up to thirty two (32) hours per week at straight time. Those hours and only those hours worked in excess of thirty two (32) hours shall be compensated at the minimum full-time rate of pay of \$12.25 per hour or the employee current hourly rate, whichever is greater.

19.20 Effective September 26, 2010 Part time employees, who work for eight (8) consecutive weeks in excess of thirty two (32) regular hours, shall be reclassified to full-time. This shall not apply from May 1st to September 30th

19.21 A part time employee who works on the sixth (6th) day in a work week, excluding Sunday, will be paid time and one half for work on that day, provided the employee has worked all of their scheduled hours on the other five (5) days of such week.

19.22 All regular part time employees covered under this Agreement shall, for the purpose of computing length of service requirements to fall into the full time progression rate range, receive credit computed on the basis of half time credit for the length of continuous service rendered by them as regular part time employees upon appointment to permanent full time work. Said reclassified part time employee shall receive the minimum full time rate for after thirty (30) days and in addition shall receive twenty (\$20) dollars for each twelve (12) months of part time employment to determine their full time rate. Thereafter, they shall receive twenty (\$20) Dollars for each six (6) months of full time service but in no event can they exceed the applicable top rate for full time clerks on payroll as of December 28, 2013.

19.23 A part time bookkeeper where designated by the Employer, shall receive fifteen (15¢) cents per hour above their regular clerk's rate of pay. No more than one part time bookkeeper shall be designated in a store.

ARTICLE 20 INDUSTRY EXPERIENCE

20.01 Newly hired employees shall be given credit for a minimum of one (1) year's prior experience in the supermarket industry for the purpose of establishing the employees' wage rates only, provided that the experience was earned within the preceding twelve (12) months and declared on the employment application.

ARTICLE 21 RECLASSIFICATION

21.01 A full time employee who is reclassified to part time shall be placed on the part time new hire progression scale and shall be given credit for part time service on a two (2) month for one (1) month basis for the purpose of establishing a wage rate. The employee shall receive the minimum part time rate after thirty (30) days and in addition shall receive twenty five (25¢) cents per hour each six (6) months of full time service to determine their part time rate. Thereafter, they shall receive twenty five (25¢) cents for each six (6) months of part time service but in no event can they exceed the applicable top rate for part time clerks on payroll as of December 28, 2013.

21.02 A full time employee who is reclassified to part time shall receive payment for earned and unused full time vacation. The employee shall receive, after one (1) year, part time vacation benefits based upon the employee's total length of service.

21.03 A full time employee who is reclassified to part time shall receive part time sick leave pro-rated for the balance of that sick leave year, based upon the employee's total length of service. Thereafter, the employee shall receive part time sick leave based upon the employee's total length of service.

21.04 A full time employee who is reclassified to part time shall receive payment for earned and unused personal holidays.

21.05 Upon the reclassification of a full time employee to part time, the Employer shall make part time contributions on behalf of the employee to the Welfare, Pension and Legal Funds, beginning the first (1st) day of the month following such reclassification.

ARTICLE 22 OVERTIME

22.01 The Employer agrees to pay all employees for any and all hours worked in excess of their regular work week or eight (8) hour work day, exclusive of meal periods, overtime pay at the rate of time and one half their regular hourly rate.

ARTICLE 23 HOLIDAYS

23.01 All full time employees hired on or before June 15, 1991, covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

| | |
|-----------------|---------------------------|
| New Year's Day | Labor Day |
| President's Day | Presidential Election Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

23.02 All full time employees hired on or after June 16, 1991 and on or before June 18, 1994, covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

| | |
|----------------|---------------------------|
| New Year's Day | Labor Day |
| Memorial Day | Presidential Election Day |
| Fourth of July | Thanksgiving Day |
| | Christmas Day |

In addition to the holidays listed in Article 23.02 above, full time employees hired on or after June 16, 1991 and before June 18, 1994, shall receive a personal holiday, eight (8) hours pay, in lieu of President's Day. Said personal holiday must be granted and taken prior to the end of each contract year.

23.03 All regular full time employees hired on or before June 18, 1994, eligible for one (1) weeks' vacation, shall, in lieu of previous existing half holidays, be granted one (1) additional days' vacation with pay which may be granted at the time of their vacation or at a time different from their vacation, or the employee may be paid one (1) additional day's pay in lieu thereof at the discretion of the Employer. All regular full time employees eligible for two (2) weeks' vacation or more shall be granted two (2) additional days' vacation with pay in lieu of previous existing half holidays, which may be granted at the time of their vacation or at a time different from their vacation, or be paid two (2) additional days' pay in lieu thereof, at the discretion of the Employer. Such additional vacation day(s) must either be granted or the employees must be paid in lieu thereof.

23.04 In addition to the holidays and vacation days set forth above, full time employees hired on or before June 18, 1994, shall be entitled to three personal holidays during a contract year, one of which shall be the employee's Birthday. One personal holiday shall be taken during the first six (6) months of the contract year and one during the second six (6) months of the contract year.

23.05 All regular full time employees shall be eligible to receive one (1) additional personal holiday, namely, the employee's Anniversary Date of Employment, with eight (8) hours straight time pay for said holiday.

23.06 All full time employees hired on or after June 19, 1994 covered by this agreement who have completed three (3) months of full time employment and who qualify, shall receive the following legal holidays with pay:

| | | |
|----------------|---------------------------|------------------|
| New Year's Day | Labor Day | Thanksgiving Day |
| Memorial Day | Presidential Election Day | Christmas Day |
| Fourth of July | (if registered voter) | |

In addition to the holidays listed in article 23.06 above full time employees hired on or after June 19, 1994 shall receive:

After One (1) year employment One (1) personal holiday plus their Birthday as a holiday.

After Two (2) years employment One (1) additional personal holiday plus their anniversary of employment as a holiday.

After completing three (3) years of employment, three (3) additional personal holidays. (Employees hired on or before June 15, 1991 who are reclassified will continue to have President's Day as a holiday and those Employees hired on or after June 16, 1991 who are reclassified will continue to receive a personal holiday in lieu of President's Day.) Upon the completion of three (3) years employment these employees shall be entitled to only two (2) additional personal holidays.

23.07 On Christmas Eve, one half of the full time crew shall be excused one (1) hour before the end of the shift and the other half of the full time crew shall be excused one (1) hour before the end of the shift for New Year's Eve. This applies to those full time employees working on the aforementioned days. If the Employer decides to close one (1) hour earlier on any of the above days that shall be the hour off.

23.08 Only regularly scheduled work days of the employee may be selected as personal holidays and only one (1) employee from a store shall be assigned a personal holiday on any one (1) day.

23.09 The employee's birthday and anniversary holidays shall be assigned on the Monday following the week in which the birthday or anniversary occurred except for holiday weeks, in which case holidays shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned such holiday in any one week.

23.10 In assigning personal holidays, the Employer shall take into consideration, besides other factors, the convenience of the employee.

Effective May 18, 2014, Full Time employees may, with the approval of the Employer, use personal days in one-half increments.

23.11 Full time employees who work on any of the above named legal holidays (as described in Article 23.01 or 23.02 above 23.06) shall receive in addition to the holiday pay to which they are entitled, time and one-half their regular hourly rate for all hours worked on said holidays.

23.12 Personal holidays for all employees are to be assigned and taken, otherwise they shall be paid for at the end of each contract year, providing that the employee is in the employ of the Employer at such time.

23.13 In order to qualify for holiday pay, full time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs unless such absence is excused by the Employer, which excuse shall not be unreasonably denied.

23.14 When a holiday occurs during the employee's vacation period, the employee's vacation shall be extended one (1) day, or at the option of the Employer, the employee shall receive eight (8) hours straight time pay in lieu of said holiday.

23.15 Should a regular full time employee's regularly scheduled day off fall on any of the above named holidays, said employee shall be granted another day off during the same week.

23.16 Part time employees hired on or before June 15, 1991 covered by this Agreement, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

| | |
|-----------------|---------------------------|
| New Year's Day | Labor Day |
| President's Day | Presidential Election Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

23.17 Part time employees hired on or after June 16, 1991, and before June 18, 1994 covered by this Agreement, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

| | |
|----------------|---------------------------|
| New Year's Day | Labor Day |
| Memorial Day | Presidential Election Day |
| Fourth of July | Thanksgiving Day |
| | Christmas Day |

In addition to the holidays listed in Article 23.17 above, part time employees hired on or after June 16, 1991 and on or before June 18, 1994, shall receive a personal holiday, four (4) hours pay in lieu of President's Day. Said personal holiday must be granted and taken prior to the end of each contract year.

23.18 In addition to the holidays set forth above, part time employees who have been in the employ of the Employer for six (6) consecutive months as regular part time employees, shall be entitled to one (1) personal day, namely, the employee's birthday, and one additional personal holiday, namely, the employee's Anniversary Date of Employment. Said employees shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for said holidays.

23.19 All part time employees hired on or after June 19, 1994 covered by this agreement who have completed four (4) or more months continuous employment with the employer shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

| | |
|----------------|---------------------------|
| New Year's Day | Presidential Election Day |
| Memorial Day | (If registered voter) |
| Fourth of July | Thanksgiving Day |
| Labor Day | Christmas Day |

In addition to the holidays listed in article 23.19 above part time employees hired on or after June 19, 1994 shall receive:

After One (1) year employment One (1) personal holiday, (Does not apply to a reclassified employee who was hired on or before June 18, 1994 who is receiving President's Day or a personal day in lieu of President's Day.)

After Two (2) years employment an additional personal holiday namely the employees Birthday.

After Three (3) years employment an additional personal holiday namely the employees anniversary of employment.

23.20 The employee's birthday and anniversary holidays shall be assigned on the Monday following the week in which the birthday or anniversary occurred, except for holiday weeks, in which case holidays shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned such holidays in any one (1) week.

23.21 Part time employees who work on any of the above named legal holidays (as described in Article 23.17 or 23.19 above) shall receive in addition to the holiday pay to which they are entitled, time and one-half their regular hourly rate for all hours worked on said holidays.

23.22 To qualify for such holiday pay, regular part time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs, unless such absence is excused by the Employer, which excuse shall not be unreasonably denied.

23.23 Part time employees who are promoted to full time positions shall be entitled to receive full time holidays. Part time employees who have completed six (6) months service and who are promoted to full time positions, shall be entitled to receive full time personal, anniversary and birthday holidays.

ARTICLE 24 MINIMUM CALL IN

24.01 Any full time employee who works on a Holiday shall be scheduled for eight (8) hours work, provided the store is open for eight (8) hours and further provided the employee is available to work eight (8) hours, such full time employees shall be scheduled for the hours that the store is open, in the event that the store is open less than eight (8) hours.

24.02 Any full time employee, except a night crew employee, who works on Sundays, shall be scheduled for four (4) hours work, provided the employee is available. Any full time night crew employee who works on Sundays or Holidays, shall be scheduled for eight (8) hours work, provided the employee is available.

24.03 Night Crew - Sunday Schedules: - Any night crew employee who on a **voluntary** basis wishes to work less than eight (8) hours must sign a waiver giving up the right to the eight (8) hours of work on Sunday. In no event shall a night crew employee be scheduled for less than four (4) hours.

Effective September 26, 2010 any night crew employee who on a voluntary basis wishes to work less than six (6) hours must sign a waiver giving up the right to the six (6) hours of work on Sunday. In no event shall a night crew employee be scheduled for less than four (4) hours

24.04 Full time employees shall be given a reasonable opportunity to work on Sundays and Holidays on a rotating basis when the store is open for business.

24.05 Any part time employee who works on Sundays or Holidays, shall be scheduled for four (4) hours work, provided the employee is available to work four (4) hours.

ARTICLE 25 SUNDAY WORK

25.01 Work performed on Sundays, by full time employees and part time employees hired prior to January 1, 1987, shall be compensated at double time the regular hourly rate of pay for hours worked. Part time employees hired on or after January 1, 1987, shall be compensated at one and one half times the regular hourly rate, for hours worked on Sunday. Effective January 1st, 1990, full time employees hired on or after January 1, 1990 shall be compensated at one and one half times the regular hourly rate for hours worked on Sunday.

25.02 Full time employees paid double time for Sunday work, if converted to part time status, shall continue to be paid double time. Part time employees paid double time for Sunday work, if converted to full time status, shall continue to be paid double time. Part time employees paid time and one half for Sunday work, if converted to full time status on or after June 19, 1988, shall continue to be paid time and one half. Full time employees hired on or after January 1, 1990, who shall be paid time and one half for Sunday work, if converted to part time status, shall continue to be paid time and one half. Sundays shall not be considered as part of the regular work week.

25.03 Effective January 1, 1996 those employees, full time or part time, who are receiving double time for work performed on Sunday shall receive a frozen premium rate which is equal to the hourly rate of pay they were earning as of January 1, 1996. In addition to this premium hourly rate they shall receive their regular hourly rate of pay for each hour of work performed on Sunday. As their regular hourly rate increases the frozen premium hourly rate shall remain the same, except that, in the event of a reclassification from part time to full time, full time to part time to department manager, the frozen premium hourly rate will be equal to the hourly rate they are entitled to after reclassification in addition to their regular hourly rate. Effective January 1, 1996 the frozen premium hourly rate for a newly appointed department head hired or appointed on or after January 1, 1996 shall be no less than \$18.00 per hour in addition to their regular hourly rate for work performed on Sunday.

25.04 Employees shall not be required to work on Sunday. If the Employer is unable to staff a department on Sunday, employees shall be required to work in the inverse order of seniority.

25.05 Part-time Employees hired prior to 9-26-10 shall receive time and one half (1½) times their regular rate for all hours worked on Sunday.

25.06 Part time employees hired on or after 9-26-10 shall be paid at the straight time hourly rate for the first twelve (12) months of service; they shall then receive a two (\$2.00) dollar per hour premium through twenty-four (24) months, thereafter they shall receive time and one half.

ARTICLE 26 VACATIONS

26.01 Regular full time employees hired on or before June 18, 1994 shall receive four weeks' vacation with pay. Upon completion of twenty-five (25) consecutive years of full time employment with the Employer they shall receive five (5) weeks' vacation with pay.

26.02 Regular full time employees hired on or after June 19, 1994 who have completed One (1) year of employment shall receive One (1) week vacation with pay. After Two (2) years of employment Two (2) weeks' vacation with pay.

26.03 Regular full time employees who have completed seven (7) consecutive years of full time employment with the Employer shall receive three (3) weeks' vacation with pay.

26.04 Regular full time employees who have completed ten (10) consecutive years of full time employment with the Employer shall receive four (4) weeks' vacation with pay.

26.05 Regular full time employees who have completed twenty-five (25) consecutive years of full time employment with the Employer shall receive five (5) weeks' vacation with pay.

26.06 When an employee is entitled to more than two (2) weeks' vacation, the Employer reserves the right to grant or assign such additional week or weeks at a time or times, different from the first two (2) weeks.

26.07 All full time employees laid off by the Employer before the completion of their six (6) month qualifying period, shall receive pro rata vacation for each month of continuous service rendered, except those employees who have been discharged for good cause and/or have voluntarily left their employment.

26.08 Full time employees resigning in good standing and who have given proper notice, who have earned vacation weeks which have not been taken, will be paid for where six month intervals have passed when entitled to up to two (2) weeks' vacation by virtue of length of service; four month intervals have passed when entitled to up to three (3) weeks' vacation by virtue of length of service; and three month intervals have passed when entitled to up to four (4) weeks' vacation by virtue of length of service. Payment will include only those full weeks that have thus been earned.

26.09 Regular part time employees who have been continuously employed by the employer for twelve (12) consecutive months or more and who have worked 800 hours or more during the year, shall be entitled to vacation as follows:

| Length of Service | Hired Before 6/19/94 | Hired on or After 6/19/94 | Hired on or After 9/24/06 |
|--------------------------|-----------------------------|----------------------------------|----------------------------------|
| One (1) year: | 25 hours | 20 hours | 20 hours |
| Two (2) years: | 50 hours | 40 hours | 20 hours |
| Three (3) years: | 50 hours | 40 hours | 40 hours |
| Seven (7) years: | 75 hours | 75 hours | 75 hours |
| Ten (10) years: | 100 hours | 100 hours | 100 hours |
| Twenty-five years: | 125 hours | 125 hours | 125 hours |

Part time employees hired on or before June 18, 1994 who have completed two (2) years but less than four (4) years of part time employment and who are reclassified to full time shall receive fifty (50) hours vacation until they are eligible to receive the full two weeks' vacation as full time employees.

26.10 Employees who do not meet the 800 hour requirement during the year, shall receive vacation based upon their total hours worked during the year, divided by fifty-two (52). For the purpose of computing "hours worked", all hours for which employees have been paid, including, but not limited to, holiday pay, vacation pay, sick leave pay, and funeral leave, shall be included in making such computation.

26.11 A regular part time employee with at least six (6) months continuous service, shall, when permanently promoted to full time, be given one half (1/2) credit for their part time service to establish their full time vacation entitlement which shall then be payable in the subsequent year. The pro rata vacation entitlement earned as a part time employee shall be paid at the time of promotion to full time.

26.12 All part time employees with at least six (6) months of service shall, if permanently laid off, receive pro rata vacation pay for each month of continuous service rendered.

26.13 Job classification premiums (excluding shift premiums) are to be included in vacation pay. The Employer agrees to issue separate checks for vacation pay.

26.14 The vacation benefits under this article shall not be payable to employees discharged for good cause.

26.15 The Employer reserves the exclusive right to establish vacation assignments. Such assignments, however, will be made with due consideration for the seniority of the employee.

ARTICLE 27 WELFARE PLAN

Full Time Employees

27.01 The Employer agrees to contribute the sum of \$960.00 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

27.02 Effective on the date indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

| | |
|---------------------------|----------------------|
| Until October 1, 2013 | \$960.00 per month |
| Effective October 1, 2013 | \$1,026.50 per month |
| Effective October 1, 2014 | \$1,097.66 per month |
| Effective October 1, 2015 | \$1,173.80 per month |

Full time employees hired/promoted after January 1, 2015 shall pay a ten (\$10.00) dollar weekly contribution for healthcare.

Part Time Employees

27.03 The Employer agrees to contribute the sum of \$ 272.57 per month for each special part time employee or \$66.43 per month for each regular part time employee to the UFCW Local 1500 Welfare Fund on behalf of each part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

27.04 Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

| | Special Part-time | Part-time | ACA Part-time |
|---------------------------|--------------------|-------------------|--------------------|
| Until October 1, 2013 | \$272.57 per month | \$66.43 per month | — |
| Effective October 1, 2013 | \$291.65 per month | \$71.08 per month | — |
| Effective October 1, 2014 | \$312.07 per month | \$76.06 per month | — |
| Effective January 1, 2015 | — | — | \$300.00 per month |
| Effective October 1, 2015 | \$333.91 per month | \$81.38 per month | \$321.00 per month |

27.05 The amount of the monthly contributions to the UFCW Local 1500 Welfare Fund and the method of calculation whereby a specific monthly sum is contributed for each class of employee, is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

27.06 In the event the Employer is obligated to offer/provide additional health benefits to certain part-time associates to avoid a financial penalty, due to the provisions of the Affordable Care Act (i.e., those who average over 30 hours), those benefits shall be provided for by the Fund to comply with the mandate. Effective 01/01/15, the Employer agrees that it will pay a monthly contribution of \$300.00 per employee, for a plan that includes ancillary benefits, complies with the ACA and will avoid employer mandate penalties for all such part-time associates. The weekly contribution for any associate who does not opt out of this plan shall be twenty (\$20.00) dollars.

Effective 03/01/14, the weekly pre-tax contribution to the Fund for any such associate who has not opted out of the Special Part-Time plan is fifteen (\$15.00) dollars. Such employee contributions shall be deducted by the Employer and transmitted to the Fund with the Employer contribution in accordance with the procedures established by the Welfare Fund Board of Trustees. There shall be no new entrants into the Special Part-Time Plan after 02/28/14.

In the event that, during the term of this agreement, the Trustees of the Welfare Fund determine, in good faith, that the contributions set forth above are insufficient to fund the Welfare Fund plans in effect on March 1, 2014 or the new plan for part-time associates working more than 30 hours per week, the Employer's contribution rates shall be increased to the rate as the Trustees determine in good faith as necessary to fund the plans of benefits.

ARTICLE 28 PENSION PLAN

Full Time Employees

28.01 The Employer agrees to contribute the sum of \$278.75 per month to the UFCW Local 1500 Pension Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

28.02 Effective on the date indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

| | |
|---------------------------------|--------------------|
| Until January 1, 2014 | \$278.75 Per Month |
| January 1, 2014 | \$288.51 Per Month |
| January 1, 2015 | \$298.61 Per Month |
| January 1, 2016 | \$309.06 Per Month |

Part Time Employees

28.03 The Employer agrees to contribute the sum of \$93.25 per month to the UFCW Local 1500 Pension Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

28.04 Effective on the date indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

| | |
|---------------------------------|--------------------|
| Until January 1, 2014 | \$ 93.25 Per Month |
| January 1, 2014 | \$ 96.51 Per Month |
| January 1, 2015 | \$ 99.89 Per Month |
| January 1, 2016 | \$103.39 Per Month |

28.05 In the event that, during the term of this agreement, the Trustees of the Pension Fund determine, in good faith, that the contributions set forth above are insufficient to fund the Pension Fund plan of benefits in effect on March 1, 2014, the Employer's contribution rates shall be increased to the rate as the Trustees determine in good faith as necessary to fund the plan of benefits.

ARTICLE 29 LEGAL SERVICES PLAN

Full Time Employees

29.01 The Employer agrees to continue present contributions in the amount of One Dollar and Seventy Five Cents (\$1.75) per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular full time employee covered by the Agreement, who has completed thirty (30) days of service with the Employer. Such contributions shall begin on the first day of the calendar month next following the completion of thirty (30) days of such employment.

Part Time Employees

29.02 The Employer agrees to continue present contributions in the amount of One Dollar and Seventy Five Cents (\$1.75) per month to the UFCW Local 1500 Legal Services Fund, on behalf of each regular part time employee who has completed six (6) consecutive months of regular part time service with the Employer. Such contributions shall begin on the first day of the month next following the completion of such period.

ARTICLE 30 PROVISIONS APPLICABLE TO ALL FUNDS

A. There shall be no contributions to the Welfare Fund, Pension Fund and Legal Services Fund for those employees working full-time for the summer period of May 1st to September 30th only, nor shall there be any change in part-time contributions for part-time employees working full-time for the summer period only. Should such employees continue without interruption on a full-time basis after the summer, the Employer shall pay as though there was no relief.

B. 1. Contributions to the Welfare Fund, Pension Fund and Legal Services Fund shall be remitted by the Employer to the Fund's office on or before the twentieth (20th) day of the current month. Every employee of record who works at least one day in the current month shall be considered to be employed for the entire month for the purpose of computing contributions for that month.

2. Upon the failure of the Employer to make payment of any contributions within fourteen (14) days of the date due, the Trustees shall be entitled at their sole option, to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law, to collect said contributions, together with interest, liquidated damages as established by the Trustees, attorneys' fees and court costs. Such interest and liquidated damages shall accrue starting on the day after the due date of the contributions (the twentieth day of the current month), and shall continue to accrue until said contributions, together with any accrued interest and liquidated damages, have been paid.

3. The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have cancelled the payment of benefits to said Employer's covered employees, the

Employer will be responsible for all hospital, medical, surgical and other benefits that would have been paid for by the Fund had the Employer's delinquency in making contributions not resulted in the cancellation of any rights on the part of the Employer's covered employees to receive any such benefits.

4. The Employer hereby accepts and ratifies the Agreements and Declarations of Trust, as amended from time to time, establishing the Funds as if they were set forth herein in full, and ratifies the designation of the Trustees thereunder. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

5. The Employer shall make available to the Funds, any and all pertinent records of employees that the Funds may require to soundly and efficiently operate the Funds. The Trustees shall have the right to have the Employer's records audited by an accountant of the Funds' choosing, at the Funds' expense.

6. In the event the Employer fails to make contributions or provide records as required herein, the Trustees may, despite any other provision of this Agreement, submit to arbitration any issue with regard to these provisions, before an arbitrator designated in accordance with the labor arbitration rules of the American Arbitration Association. The arbitrator shall, in the event a violation exists, make a finding and award, which shall direct payment to the Fund, including the costs of the arbitration, legal fees and audit expenses together with interest and liquidated damages as established by the Trustees.

7. Upon the written request of the Employer, the Trustees shall make annual financial reports to the Employer, which shall contain information relating to the application of the monies received and benefits paid by the Funds.

C. In the case of any employee's illness or injury, contributions to the Welfare Fund, and the Pension Fund shall be made for a period not to exceed three (3) months of absence from work. In the case of an employee who is receiving Worker's Compensation benefits, contributions to the Welfare Fund shall also be made for the seventh (7th), eighth (8th) and ninth (9th) months of such absence.

D. The Employer shall make contributions to the Welfare Fund on behalf of each employee on family or medical leave under the provisions of the Family Medical Leave Act (FMLA), 29 U.S.C. §2601, et seq., for each month or partial month the employee is on such leave. The failure of an employee to return to work from such leave, within the meaning of 29 U.S.C. §2614 (c)(2), shall create no obligation on the part of the Union or the Welfare Fund to take any action to recover or to assist in the recovery of said contributions from said employee, nor will such failure to return to work relieve the Employer of its obligation to contribute to the Welfare Fund on behalf of said employee during the period specified in 29 U.S.C. §2614 (c)(1).

E. The Employer shall make contributions to the Pension Fund on behalf of each employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service. The Employer shall also make contributions to the Pension Fund on behalf of each former employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service if the Employer was the last employer employing the former employee prior to such military service. Contributions shall be made at the Employer's contribution rate in effect during each month of military service to which such Future Pension Service relates. Such contributions shall be due and payable within thirty (30) days of reemployment of the employee with the Employer or within thirty (30) days of notice that the employee has become employed, in employment which meets the requirements of 38 U.S.C. §4312, with another contributing employer to the Pension Fund.

ARTICLE 31 SICK LEAVE

31.01 All regular full time employees hired before June 18, 1994, shall be eligible to receive, in a sick leave year, a maximum of ten (10) days sick leave with pay at their regular straight time rate of pay for eight (8) hours for days they are absent from work due to illness.

31.02 Those employees hired on or before June 15, 1991 who are in the employ of the Employer in a regular full time capacity on the last day of each sick leave year, and who have been employed in a regular

full time capacity for three (3) consecutive months or more during the sick leave year, shall be paid, on a pro rata basis from their employment anniversary date for sick leave for which they were eligible during the said sick leave year, but which they did not use. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave year.

31.03 All regular full time employees hired on or after June 16, 1991 and on or before June 18, 1994, shall be entitled to receive ten (10) days for each sick leave year of their employment.

31.04 All regular full time employees hired on or after June 19, 1994 shall after completing three (3) consecutive months of full time employment with the employer be eligible to receive, one (1) day paid sick leave (eight (8) hours per day pay) for each full month of employment to a maximum of four (4) days in the first sick leave year of their employment, thereafter, they shall receive six (6) days sick leave (eight (8) hours pay per day), in the second sick leave year of their employment and eight (8) days sick leave (eight (8) hours pay per day) in the third sick leave year of their employment. After the completion of three (3) years employment ten (10) days sick leave (eight (8) hours pay per day) in each sick leave year.

31.05 At the end of each sick leave year, full time employees shall be paid for any sick days which were earned and not taken, provided they are in the employ of the Employer in a full time capacity on the last day of each sick leave year. Such unused sick leave must be paid within thirty (30) days after the completion of the sick leave year.

31.06 Regular part time employees hired on or before June 18, 1994 shall receive twenty (20) hours paid sick leave in each sick leave year.

Part time employees, after two (2) years of service shall be paid for unused sick days at the end of each sick leave year, on the basis of four (4) hours straight time pay for each unused day. Such payment shall be made on a pro rata basis the first time that a part time employee becomes eligible.

31.07 Part time employees hired after June 19, 1994 and prior to September 24, 2006 shall receive five (5) sick days to a maximum of twenty (20) hours.

Unused sick days will be paid after three (3) years of employment.

31.08 Regular part time employees hired on or after September 24, 2006 shall receive paid sick leave commencing with the first scheduled day's absence due to illness on the following basis:

After one (1) year of continuous service four (4) hours sick leave pay for each four (4) months of employment to a maximum of three (3) days, twelve (12) hours.

After two (2) years employment four (4) hours sick leave pay for each four (4) months of employment to a maximum of three (3) days twelve (12) hours.

After three (3) years employment four (4) hours sick leave pay for each three (3) months of employment to a maximum of four (4) days sixteen (16) hours.

After four (4) years employment four (4) hours sick leave pay to a maximum of five (5) days twenty (20) hours per year.

Pay for unused sick days shall be after the completion of three (3) years of employment.

31.09 A part time employee who has completed at the time of reclassification three (3) months service and who is promoted to a full time position shall be eligible for full time sick leave benefits immediately upon the promotion. Such employee shall receive no payment for unused sick leave earned as a part time employee.

31.10 Any employee covered by the Agreement who falsifies sick leave or who knowingly tries to collect sick leave under false pretenses, shall be liable to instant dismissal.

31.11 In order to be eligible for sick leave, all employees must notify the Employer of their inability to report to work no later than two (2) hours prior to their scheduled starting time on the first (1st) day of absence, if able, and as often as reasonably possible thereafter if such illness extends beyond one (1) day.

31.12 In the event of permanent layoff of an employee, full time or part time, they shall receive payment for fifty percent (50%) of unused sick days, provided that said employee was otherwise eligible to receive pay for unused sick days.

31.13 A full time or part time employee who retires from the Employer with a pension from the Pension Fund shall be paid on a pro rata basis for all sick leave for which the employee is eligible but did not use.

ARTICLE 32 LEAVE OF ABSENCE

32.01 Full time and part time employees with more than one (1) years' service, requesting a leave of absence for reasons other than the employee's illness or injury, shall be given said leave of absence by the Employer at its sole discretion, provided, however, that granting of such leave of absence shall not be unreasonably withheld.

32.02 All requests for leave of absence shall be in writing and must be submitted to the Employer at least two (2) weeks in advance of the date of the commencement of the requested leave of absence. The employee shall be notified in writing with a copy to the Union if the requested leave is approved or denied. The notice shall specify the time limit placed on an approved leave of absence. Advance written request for leave of absence is not necessary in case of family emergency. However, subsequent written notice and request shall be given as soon as is reasonably possible.

32.03 A leave of absence granted by the Employer shall not constitute a break in seniority, but if the leave of absence exceeds three (3) months in duration, then service for purposes of progression increases, vacations and all other benefits required to be paid under this Agreement shall not be earned during said leaves.

32.04 The Employer shall make all contributions to all funds required by this Agreement for any month in which the employee performs any work for which monthly contributions are required before taking the leave and after returning, but not for the months when no covered work is performed. However, in the case of an employee's illness or injury, contributions for Health and Welfare and Pension shall be made for a period not to exceed three (3) months while the employee is absent from work. An employee on an approved leave of absence will be automatically terminated if:

(A) The employee does not return to work when the leave of absence expires, unless the Employer has agreed to an extension.

(B) The employee works elsewhere while on leave without express permission in writing from the Employer to be so employed.

32.05 An employee absent from work due to illness or injury shall retain his seniority for a period not to exceed twelve (12) months.

FAMILY OR MEDICAL LEAVE OF ABSENCE

32.06 The employer shall grant an employee a Family Medical Leave of Absence if qualified, as required under Federal Law. The Employer will determine eligibility by the use of the rolling calendar year.

ARTICLE 33 INJURY ON THE JOB

33.01 An employee who is injured on the job and is directed by a medical doctor not to continue work, shall be paid their usual day's wages for that day at straight time for the day on which the injury occurred and which time shall not be considered sick leave.

ARTICLE 34 JURY DUTY

34.01 Employees who have completed ninety (90) days of continuous service called for jury duty in a court of law necessitating a loss of the employee's straight time scheduled working hours shall be paid while on jury duty, less jury pay, not to exceed ten (10) working days in any contract year. To be eligible for pay under this provision, the employee shall present the jury service notice to the Employer at least seven (7) days before the start of the term as a juror and shall present to the Employer a certificate of service showing dates, time of service and jury fees paid. Employees receiving jury duty pay from any other employer shall not be eligible to receive pay for jury duty under this Agreement.

34.02 Any employee called for jury duty, who after having reported for such jury duty, is excused for the day after 1:00 P.M., shall not be required to report for work on that day.

34.03 When an employee on jury duty has served five (5) days during the week, they shall not be required to work on Saturday.

ARTICLE 35 DEATH IN FAMILY

35.01 Regular full time employees, after thirty (30) days of employment, shall be entitled to three (3) days paid leave for all regularly scheduled work days lost from the date of death in case of death in the immediate family. The "immediate family" is defined as the employee's parent, child, brother, sister, spouse or spouse's parent, step parent, step child, and foster child. Regular full time employees shall be entitled to one (1) days paid leave for a regularly scheduled work day lost to attend the funeral or memorial service of the employee's grandparent, grandchild, brother in-law, sister in law, nephew or niece.

35.02 Part time employees after thirty (30) days of employment shall be entitled to paid leave for the actual time lost, as set forth on the employee's weekly work schedule, in case of death in the immediate family as provided for regular full time employees on a pro rata basis. Regular part time employees shall be entitled to one (1) day paid leave, pro-rated for the actual time lost on employee's regular work schedule, to attend the funeral or memorial service of the employee's grandparent or grandchild.

ARTICLE 36 SHOP STEWARDS

36.01 The Employer recognizes the right of the Union to have one (1) full time shop steward and one (1) part time shop steward in each store.

36.02 The full time shop steward in each store shall not be transferred without prior notice to and discussion with the Union.

36.03 The Union will provide the Employer with a list of the names of its authorized business representatives and shop stewards and will keep said list current.

36.04 The Employer will, with adequate notice, arrange for one (1) full time shop steward from each store to have the same scheduled day off once each year, with eight (8) hours pay, for the purpose of attending the Union's shop steward seminar.

36.05 Shop stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slowdowns, or job actions.

ARTICLE 37 WAGES

37.01 The wage rates, progression scales and across the board increases effective during the term of this Agreement are more particularly set forth in Schedule "A" annexed hereto and made a part hereof.

ARTICLE 38 BULLETIN BOARD

38.01 The Union shall share existing store bulletin boards for the use of regular union notices.

ARTICLE 39 SAVINGS CLAUSE

39.01 The parties hereto agree that should any article or subdivision of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of any acts, law or decisions of any established governmental agency or court, then any such article or subdivision shall not affect the validity and enforceability of any other article or subdivision thereof, and the remainder of this Agreement shall continue in full force and effect for its duration.

ARTICLE 40 PREVIOUS BENEFITS

40.01 Any and all other benefits heretofore previously enjoyed by the employees shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by negotiations.

ARTICLE 41 SUCCESSORS AND ASSIGNS

41.01 This Agreement shall bind and inure to the benefit of the Employer, its successors and assigns, and to the Union, their successors and assigns, and shall include all bargaining unit stores now owned, operated, conducted or maintained by the Employer, its successors, assigns or agents.

**ARTICLE 42 – INCREASES IN FEDERAL
OR STATE MINIMUM WAGE:**

42.01 In the event of an increase in the Federal or State Minimum Wage Rates, the sixty (60) day rate for newly hired part time employees shall be a minimum of twenty-five (25¢) per hour above the new Federal or State Minimum Wage.

ARTICLE 43 – SCHOLARSHIP FUND:

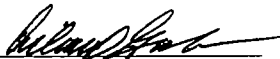
On February 1, 2014 and February 1, 2015, Dan's shall contribute a lump sum payment of \$1,800 to the UFCW Local 1500 Scholarship Fund.


ARTICLE 44 TERM OF AGREEMENT

44.01 The parties agree to be bound by the terms and conditions of this Agreement to and including December 29, 2013 and shall continue in full force and effect until midnight the 26th day of March, 2016 at which time this Agreement shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to said date, or any annual date of expiration thereafter, written notice by registered mail is given by either party to the other of a desire to revise or to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective representatives and their seals affixed thereon, as the day and year first above written.

DANS SUPREME SUPERMARKETS INC. U.F.C.W. UNION, LOCAL 1500

BY 

BY 

SCHEDULE A

WAGES AND WAGE INCREASES

(A) ASSISTANT MANAGERS PRESENTLY REGULARLY ASSIGNED On PAYROLL AS OF December 28, 2013:

Present Rate

| | 12/29/13 | 9/28/2014 | 6/28/2015 | 2/28/2016 |
|---------|----------|-----------|-----------|------------|
| | \$.25 | \$.30 | \$.30 | (Catch-Up) |
| \$1,185 | \$1,195 | \$1,207 | \$1,219 | |
| \$1,165 | \$1,175 | \$1,187 | \$1,199 | \$1,219 |

New Minimum Rates for Assistant Managers hired or appointed on or after 12/29/13 in stores with Volume of **\$275,000** or more per week.

| | 12/29/13 | 9/28/2014 | 6/28/2015 | 2/28/2016 |
|--|----------|-----------|-----------|------------|
| | \$.25 | \$.30 | \$.30 | (Catch-Up) |
| | \$1,165 | \$1,177 | \$1,189 | \$1,219 |

There shall be one Assistant Manager per store.

(B) PRODUCE AND APPETIZING DEPARTMENT HEADS PRESENTLY REGULARLY ASSIGNED On payroll as of December 28, 2013:

Present Rate

| | 12/29/13 | 9/28/2014 | 6/28/2015 | 2/28/2016 |
|---------|----------|-----------|-----------|------------|
| | \$.25 | \$.30 | \$.30 | (Catch-Up) |
| \$1,170 | \$1,180 | \$1,192 | \$1,204 | |
| \$1,135 | \$1,145 | \$1,157 | \$1,169 | \$1,204 |

New Minimum Rates for Department Heads hired or appointed on or after 12/29/13:

| | 12/29/13 | 9/28/2014 | 6/28/2015 | 2/28/2016 |
|--|----------|-----------|-----------|-----------|
| | \$1,135 | \$1,147 | \$1,157 | \$1,169 |

Effective December 29, 2013, a store doing a volume of \$275,000 per week or less the Company will not be required to appoint an Assistant Manager or a Department Head. However, any clerk assigned to be in charge of the department, will receive a twenty (\$20.00) Dollar per week premium.

Any Assistant Manager or Department Head who is transferred to a store doing less than the above listed volume or is demoted and subsequently reassigned, said Assistant Manager or Department Head will receive the appropriate Assistant Manager's or Department Head's rate of pay, upon their being transferred and or reclassified. In a store where the total store sales is less than \$275,000, the company will not be required to appoint an Assistant Manager or Department Head. The Assistant Manager or Department Head in that store will not receive a reduction in pay but will be transferred to a store which does a volume greater than \$275,000 at the first available opportunity.

Effective June 21, 1998 Part Time employees who have never relieved a Department Manager prior to June 21, 1998 shall receive a minimum rate of \$650.00 for five (5) days forty (40) hours for each week of relief.

Effective June 23, 2002 Full-Time employees who have relieved a Department Head prior to June 23, 2002 shall receive a minimum rate of \$865.00 per week. Full-Time employees who have never relieved a Department Head, the minimum rate shall be \$825.00 per week. Any Full-Time employee who relieves that makes at or above these rates shall receive a premium of \$10.00 per week for such relief.

Newly hired or appointed Assistant Managers and Department Heads after June 22, 1985, will be on a ninety (90) day trial period.

An employee promoted to Assistant Manager and Department Head Classification shall receive twenty (\$20.00) dollars above their applicable rate of pay for a ninety (90) day trial period. Such employees, after (90) day trial period shall continue to receive the twenty (\$20.00) Dollars

above their clerks' rate or the minimum rate for Assistant Managers or Department Heads whichever is higher. This does not apply to any clerk who has relieved any of the classifications for ninety (90) days in the previous year.

Any temporary or relief department head who has been in that capacity for ninety (90) days or more within the previous twelve (12) months shall not be required to sustain any additional trial periods upon being made a regular department head.

(C) WEEKLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR FULL-TIME CLERKS ON THE PAY-ROLL DECEMBER 28, 2014:

1. Wage Increases;

| 12/29/13 | 9/28/2014 | 6/28/2015 | 2/28/2016 |
|----------|-----------|-----------|------------|
| \$.25 | \$.30 | \$.30 | (Catch-Up) |

(D) Wage Progressions – Full Time Clerks On Payroll As of 12/28/13:

Full Time Clerks & Porters

| | 12/29/13 | 9/28/2014 | 6/28/2015 | 2/28/2016 |
|-------------------------------|----------|-----------|-----------|--------------------|
| Hourly Rate as of 12/28/13 | \$.25 | \$.30 | \$.30 | Catch Up & Over |
| \$26.75 | \$27.00 | \$27.30 | \$27.60 | |
| \$25.63 | \$25.88 | \$26.18 | \$26.48 | \$26.65 |
| \$25.00 | \$25.25 | \$25.55 | \$25.85 | \$26.00 |
| \$24.38 | \$24.63 | \$24.93 | \$25.23 | \$25.40 |
| \$23.75 | \$24.00 | \$24.30 | \$24.60 | \$24.75 |
| \$23.13 | \$23.38 | \$23.68 | \$23.98 | \$24.15 |
| \$20.75 | \$21.00 | \$21.30 | \$21.60 | \$21.75 |

HOURLY ACROSS THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR PART- TIME CLERKS, PORTERS, AND COURTESY CLERKS HIRED BEFORE JANUARY 1, 2004

| 12/29/13 | 9/28/14 | 6/28/15 | 2/28/16 |
|----------|---------|---------|------------|
| \$.20 | \$.20 | \$.25 | (Catch-Up) |

Progressions

| | 12/29/13 | 9/28/14 | 6/28/15 | 2/28/16 |
|-------------------------------|----------|---------|---------|--------------------|
| Hourly Rate as of 12/28/13 | \$.20 | \$.20 | \$.25 | Catch Up & Over |
| \$17.90 | \$18.10 | \$18.30 | \$18.55 | |
| \$17.60 | \$17.80 | \$18.00 | \$18.25 | \$18.40 |
| \$17.35 | \$17.55 | \$17.75 | \$18.00 | \$18.25 |
| \$16.90 | \$17.10 | \$17.30 | \$17.55 | \$17.70 |
| \$16.75 | \$16.95 | \$17.15 | \$17.40 | \$17.55 |
| \$16.25 | \$16.45 | \$16.65 | \$16.90 | \$17.05 |
| \$16.00 | \$16.20 | \$16.40 | \$16.65 | \$16.80 |
| \$15.25 | \$15.45 | \$15.65 | \$15.90 | \$16.10 |
| \$15.00 | \$15.20 | \$15.40 | \$15.65 | \$15.80 |
| \$14.75 | \$14.95 | \$15.15 | \$15.40 | \$15.55 |
| \$14.50 | \$14.70 | \$14.90 | \$15.15 | \$15.30 |
| \$14.25 | \$14.45 | \$14.65 | \$14.90 | \$15.05 |
| \$14.00 | \$14.20 | \$14.40 | \$14.65 | \$14.80 |
| \$13.75 | \$13.95 | \$14.15 | \$14.40 | \$14.55 |
| \$13.50 | \$13.70 | \$13.90 | \$14.15 | \$14.25 |
| \$13.25 | \$13.45 | \$13.65 | \$13.90 | \$14.00 |
| \$13.00 | \$13.20 | \$13.40 | \$13.65 | \$13.75 |
| \$12.75 | \$12.95 | \$13.15 | \$13.40 | \$13.55 |
| \$12.50 | \$12.70 | \$12.90 | \$13.15 | \$13.30 |
| \$12.10 | \$12.30 | \$12.50 | \$12.75 | \$12.85 |

| | | | | |
|---------|---------|---------|---------|---------|
| \$12.00 | \$12.20 | \$12.40 | \$12.65 | \$12.85 |
| \$11.85 | \$12.05 | \$12.25 | \$12.50 | \$12.65 |
| \$11.75 | \$11.95 | \$12.15 | \$12.40 | \$12.65 |
| \$11.50 | \$11.70 | \$11.90 | \$12.15 | \$12.25 |
| \$11.25 | \$11.45 | \$11.65 | \$11.90 | \$12.05 |
| \$11.00 | \$11.20 | \$11.40 | \$11.65 | \$11.80 |
| \$10.75 | \$10.95 | \$11.15 | \$11.40 | \$11.60 |
| \$10.50 | \$10.70 | \$10.90 | \$10.90 | \$11.15 |

* On December 27, 2015, The \$250.00 bonus will apply to those employees hired prior to January 1, 2004, who are not (1) on an ACA compliant plan; or (2) have the Special Medical Plan provided to them; or (3) have opted out of these plans.

(E). HOURLY ACROSS THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR PART- TIME CLERKS, PORTERS, AND COURTESY CLERKS HIRED ON OR AFTER JANUARY 1, 2004:

1. Wage Increases

| 12/29/13 | 9/28/14 | 6/28/15 | 12/27/15 |
|----------|---------|---------|----------|
| \$0.15 | \$0.20 | \$0.20 | \$0.20 |

PT Hired on or after 01/01/04

| Hourly Rate as of 12/28/13 | 12/29/13 | 9/28/14 | 12/28/14 | 6/28/15 | 12/27/15 | 2/28/16 |
|-------------------------------|----------|---------|--------------|---------|---|----------|
| | \$0.15 | \$0.20 | Minimum Wage | \$0.20 | Minimum Wage Increase OR .20 Wichever is Higher | Catch Up |
| \$16.40 | \$16.55 | \$16.75 | \$16.75 | \$16.95 | \$17.15 | \$17.25 |
| \$14.25 | \$14.40 | \$14.60 | \$14.60 | \$14.80 | \$15.00 | \$15.25 |
| \$14.00 | \$14.15 | \$14.35 | \$14.35 | \$14.55 | \$14.75 | \$15.00 |
| \$13.00 | \$13.15 | \$13.35 | \$13.35 | \$13.55 | \$13.75 | \$14.00 |
| \$12.25 | \$12.40 | \$12.60 | \$12.60 | \$12.80 | \$13.00 | \$13.10 |
| \$12.15 | \$12.30 | \$12.50 | \$12.50 | \$12.70 | \$12.90 | \$13.10 |
| \$12.00 | \$12.15 | \$12.35 | \$12.35 | \$12.55 | \$12.75 | \$12.85 |
| \$11.90 | \$12.05 | \$12.25 | \$12.25 | \$12.45 | \$12.65 | \$12.85 |
| \$11.60 | \$11.75 | \$11.95 | \$11.95 | \$12.15 | \$12.35 | \$12.45 |
| \$11.50 | \$11.65 | \$11.85 | \$11.85 | \$12.05 | \$12.25 | \$12.45 |
| \$11.40 | \$11.55 | \$11.75 | \$11.75 | \$11.95 | \$12.15 | \$12.25 |
| \$11.25 | \$11.40 | \$11.60 | \$11.60 | \$11.80 | \$12.00 | \$12.25 |
| \$11.15 | \$11.30 | \$11.50 | \$11.50 | \$11.70 | \$11.90 | \$12.05 |
| \$11.00 | \$11.15 | \$11.35 | \$11.35 | \$11.55 | \$11.75 | \$11.85 |
| \$10.90 | \$11.05 | \$11.25 | \$11.25 | \$11.45 | \$11.65 | \$11.85 |
| \$10.85 | \$11.00 | \$11.20 | \$11.20 | \$11.40 | \$11.60 | \$11.75 |
| \$10.75 | \$10.90 | \$11.10 | \$11.10 | \$11.30 | \$11.50 | \$11.75 |
| \$10.50 | \$10.65 | \$10.85 | \$10.85 | \$11.05 | \$11.25 | \$11.40 |
| \$10.45 | \$10.60 | \$10.80 | \$10.80 | \$11.00 | \$11.20 | \$11.40 |
| \$10.35 | \$10.50 | \$10.70 | \$10.70 | \$10.90 | \$11.10 | \$11.20 |
| \$10.25 | \$10.40 | \$10.60 | \$10.60 | \$10.80 | \$11.00 | \$11.20 |
| \$10.10 | \$10.25 | \$10.45 | \$10.45 | \$10.65 | \$10.85 | \$11.00 |
| \$10.00 | \$10.15 | \$10.35 | \$10.35 | \$10.55 | \$10.75 | \$11.00 |
| \$ 9.80 | \$ 9.95 | \$10.15 | \$10.15 | \$10.35 | \$10.55 | \$10.65 |
| \$ 9.75 | \$ 9.90 | \$10.10 | \$10.10 | \$10.30 | \$10.50 | \$10.65 |
| \$ 9.65 | \$ 9.80 | \$10.00 | \$10.00 | \$10.20 | \$10.40 | \$10.50 |
| \$ 9.60 | \$ 9.75 | \$ 9.95 | \$ 9.95 | \$10.15 | \$10.35 | \$10.50 |
| \$ 9.55 | \$ 9.70 | \$ 9.90 | \$ 9.90 | \$10.10 | \$10.30 | \$10.50 |
| \$ 9.50 | \$ 9.65 | \$ 9.85 | \$ 9.85 | \$10.05 | \$10.25 | \$10.35 |
| \$ 9.40 | \$ 9.55 | \$ 9.75 | \$ 9.75 | \$ 9.95 | \$10.15 | \$10.35 |
| \$ 9.25 | \$ 9.40 | \$ 9.60 | \$ 9.60 | \$ 9.80 | \$10.00 | \$10.10 |

| | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|
| \$ 9.20 | \$ 9.35 | \$ 9.55 | \$ 9.55 | \$ 9.75 | \$ 9.95 | \$10.10 |
| \$ 9.15 | \$ 9.30 | \$ 9.50 | \$ 9.50 | \$ 9.70 | \$ 9.90 | \$10.10 |
| \$ 8.85 | \$ 9.00 | \$ 9.20 | \$ 9.20 | \$ 9.40 | \$ 9.60 | \$ 9.75 |
| \$ 8.75 | \$ 8.90 | \$ 9.10 | \$ 9.10 | \$ 9.30 | \$ 9.50 | \$ 9.75 |
| \$ 8.65 | \$ 8.80 | \$ 9.00 | \$ 9.00 | \$ 9.20 | \$ 9.40 | \$ 9.50 |
| \$ 8.55 | \$ 8.70 | \$ 8.90 | \$ 9.00 | \$ 9.15 | \$ 9.35 | \$ 9.50 |
| \$ 8.50 | \$ 8.65 | \$ 8.85 | \$ 9.00 | \$ 9.15 | \$ 9.35 | \$ 9.50 |
| \$ 8.40 | \$ 8.55 | \$ 8.75 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.50 |
| \$ 8.35 | \$ 8.50 | \$ 8.70 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.50 |
| \$ 8.25 | \$ 8.40 | \$ 8.60 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 8.20 | \$ 8.35 | \$ 8.55 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 8.15 | \$ 8.30 | \$ 8.50 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 8.10 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 8.05 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 8.00 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 7.95 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 7.75 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 7.65 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.15 | \$ 9.30 | \$ 9.40 |
| \$ 7.50 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.00 | \$ 9.25 | \$ 9.35 |
| \$ 7.25 | \$ 8.25 | \$ 8.45 | \$ 9.00 | \$ 9.00 | \$ 9.25 | \$ 9.35 |

(F) WEEKLY WAGE PROGRESSIONS FOR FULL TIME CLERKS HIRED ON OR AFTER DECEMBER 29, 2013:

5/1/14

After 60 days \$490.00

And will receive an increase of an additional twenty (\$20) dollars per week semi-annually in accordance with the schedule of semi-annual wage increases.

(1) Full time Clerks hired or appointed on or after December 29, 2013, shall not receive the general across the board wage increases. However, an employee who reaches the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum or reclassified from part time to full time shall be eligible to receive the across the board increases **December 29, 2013, September 28, 2014 and June 28, 2015** if applicable, provided that in no event shall such employee exceed the applicable top clerks' rate of pay.

(2) All new Full Time Clerks hired at or above the minimum sixty (60) day rate, in any event, shall receive a minimum wage increase of Ten (\$10.00) Dollars after sixty (60) days employment and thereafter, Twenty (\$20) Dollars per week on a semi-annual basis in accordance with the schedule of semi-annual wage increases.

(G) HOURLY WAGE PROGRESSIONS FOR PART TIME CLERKS HIRED ON OR AFTER DECEMBER 29, 2013:

| NEW HIRES | Effective 1/1/14 | Effective 1/1/15 | Effective 1/1/16 |
|---------------|------------------|------------------|------------------|
| After 60 Days | \$ 8.25 per hr. | 9.00 per hr. | \$9.25 per hr. |

And will receive an increase of an additional fifteen (15¢) cents per hour on a semi-annual basis in accordance with the schedule of semi-annual wage increases.

(1) Part time Clerks and Porters hired on or after December 29, 2013 shall not receive the general across the board wage increases. However, an employee who reaches the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum or reclassified from full time to part time, shall be eligible to receive the across the board increases on **December 29, 2013, September 28, 2014, June 28, 2015 and December 27, 2015** if applicable, provided that in no event shall such employee exceed the top clerks' rate of pay.

(2) All new Part Time Clerks and Porters hired at or above the minimum rate, in any event, shall receive a minimum wage increase of twenty five (25¢) cents per hour after sixty (60) days employment and,

thereafter, they shall receive an increase of fifteen (15¢) cents per hour on a semi-annual basis in accordance with the schedule of semi-annual wage increases.

(H) Employees hired on or after December 29, 2013 shall receive their Increases on a semi-annual basis in accordance with the following schedule:

(1) All employees hired in **September, October, November, December, January, and February** shall receive their increases in **May**.

(2) All employees hired in **March, April, May, June, July, and August** shall receive their increases in **December**.

(I) Said employees, on the appropriate date in **May** or the appropriate date in **December** must be at the rate equal to one wage step higher than the rate at which they were hired. On each succeeding **December**, said employees shall advance to the next wage step until they reach the applicable maximum.

(J) A full time Dairy and Frozen Food Department Head Clerk in stores which consistently have a gross volume of \$275,000 and over per week, when designated by the Employer, shall receive twenty (\$20) dollars per week in addition to the base weekly wage.

In a store where the total sales is less than \$275,000, the company will not be required to appoint a Department Head.

(K) Where the volume in an Appetizing Department does not warrant an Appetizing Department Head, one need not be designated.

(L) Full Time Bookkeepers, one per store where designated by the Employer, shall receive an additional twenty (\$20.00) dollar premium per week above their regular clerks' rate of pay.

(M) All premiums presently paid shall be included in regular wages for purposes of determining the rate of overtime.

(N) NIGHT WORK:

(1) All regular full time employees assigned to the night shift shall receive Ten Percent (10%) Premium Pay above their regular salary. Where the Company employs a night crew consisting of four (4) or more employees and working a minimum of four (4) nights per week, there shall be appointed a Night Crew Chief, who shall than be compensated an additional Ten (\$10.00) Dollars per week.

(2) An employee, newly assigned to the night crew on or after June 19, 1988, shall receive a night shift premium of Ten Percent (10%) of the employee's straight time rate of pay to a maximum of fifty (\$50.00) Dollars per week which shall be in addition to the employee's straight time rate of pay.

(3) A part time employee assigned to the night shift shall receive a night shift premium of Ten Percent (10%) of the employee's straight time rate of pay which shall be in addition to the employee's straight time rate of pay for hours worked after 12:00 midnight.

(4) Effective January 2nd, 2011, the fifty (\$50.00) cap shall be increased to sixty-five (\$65.00).

(O) Part-time Courtesy Clerks Hired On Or After December 29, 2013:

| | Effective 1/1/14 | Effective 1/1/15 | Effective 1/1/16 |
|---------------|------------------|------------------|------------------|
| After 60 Days | \$ 8.25 per hr. | \$9.00 per hr. | \$9.25 per hr. |

(1) And will receive an increase of an additional fifteen (15¢) cents per hour on a semi-annual basis in accordance with the schedule of semi-annual wage increases

Job Duties- bagging, collecting shopping carts, cleaning, sweeping the store, packing out bags, magazines, candy and soda by the check out and any and all items for display by the checkouts and putting away overstock or throw backs.

NOTES

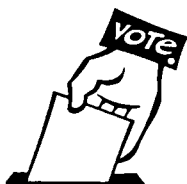
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ABC - Active Ballot Club

The ABC, the UFCW's Active Ballot Club, needs you and every other member to become politically active.



ABC works to elect people to public office who understand the needs of working men and women.

ABC assists their campaigns and keeps them informed on the issues as organized labor sees them.

Today, there is a great need for labor to have a voice in political action. Help make sure our Union has that voice by joining ABC now.

Due to the many critical issues before Congress; state, city and local governments this year; it is important that we have sufficient funds to support our friends and defeat those candidates who do not support the working man and woman. We encourage all members to participate in the Active Ballot Club as a means of protecting our interests in the various governmental bodies and in the laws they pass that may affect our livelihood.

If you haven't already signed up. see your Union Representative or Service Representative. Sign up today!

Members employed by companies where there is no check-off will be able to purchase their ABC Membership Cards from their Union Representatives or Shop Stewards in the normal manner.

**Contributions of gifts to the
UFCW Active Ballot Club are not
deductible as charitable contributions for
federal tax purposes.**

Be Informed!!!

www.UFCW1500.org



UFCW

a VOICE for working America

LOCAL 1500

THE WEINGARTEN DECISION: KNOW YOUR RIGHTS!

In a court case known as *N.L.R.B. Vs. Weingarten*, the U.S. Supreme Court ruled you have the right to have your Union Representative present when you are interviewed by your employer, if you *reasonably* believe the interview may lead to disciplinary action.

YOUR RIGHTS UNDER WEINGARTEN ARE:

1. You have the right to request the presence of a Union Representative during any investigatory interview you reasonably believe might result in disciplinary action.
2. You have the right *not* to be interviewed until your Union Representative is present.
3. Your Union Representative may assist you during the interview to organize and explain your facts.

**REMEMBER WEINGARTEN
BEFORE YOU GIVE UP YOUR RIGHTS!**

Fraternally,
Bruce W. Both,
President

**MEMBERS CAN CALL
LOCAL 1500
REGARDING ANY MATTER
24 HOURS A DAY
800-522-0456**